

**RESOLUTION NO. 2021-01**

**A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RATIFYING THE EXECUTION OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATED TO THE REIMBURSEMENT OF ELIGIBLE EXPENDITURES UTILIZING MIAMI-DADE COUNTY'S CARES ACT CRF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on August 4, 2020, the Miami-Dade County ("County") Board of County Commissioners (the "Board") adopted Resolution No. R-781-20 which, among other things, authorized the County Mayor to negotiate and execute interlocal grant agreements with each of the municipalities in the County, using a total of not-to-exceed \$100,000,000.00 in CARES Act CRF funds allocated as follows: (1) \$75,000,000.00 for reimbursement of FEMA local match eligible expenditures and any CARES Act eligible governmental operations expenditures that are not FEMA reimbursable, and (2) \$25,000,000.00 for municipal programmatic proposals subject to approval in advance by the Board; and

**WHEREAS**, on August 13, 2020, the Village Commission of the Village of Biscayne Park ("Village") adopted Resolution No. 2020-38, authorizing the Interim Manager to execute an Interlocal Agreement between the County and the Village ("Interlocal Agreement") in order for the Village to seek reimbursement for expenditures it incurred responding to the COVID-19 public health emergency in accordance with the allocations set forth in County Resolution No. R-1236-20, and authorizing them "to take all necessary steps to seek CARES Act reimbursement of properly expended Village funds" which would include any future amendments thereto; and

**WHEREAS**, on December 7, 2020, the Board adopted Resolution No. R-1236-20 which amended Resolution No. R-781-20 to allow municipalities to use the \$75,000,000.00 in previously allocated CARES Act CRF funds for other CARES Act eligible COVID-19 related programs; and

**WHEREAS**, County Resolution No. R-1236-20 further provided that such authority would be in addition to the previously-approved authority for municipalities to use such funds for reimbursement of FEMA local match eligible expenditures and any CARES Act eligible governmental operations expenditures that are not FEMA reimbursable; and

**WHEREAS**, it is in the best interest of the Village to enter into the Amendment to the Interlocal Agreement as set forth therein to effectuate the purposes of County Resolution No. R-1236-20, allowing the Village access to additional funding should it be needed; and

**WHEREAS**, the Village Commission now wishes to ratify the Village Manager's execution of the Amendment to the Interlocal Agreement, consistent with the authority provided to the Village Manager in Resolution No. 2020-38.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, that:**

**Section 1. Incorporation of Recitals.** The foregoing recital paragraphs are hereby ratified and confirmed as being true and the same are hereby made part of this Resolution.

1        **Section 2. Ratification of the Amendment to the Interlocal Agreement.** The Village  
2 Commission of the Village of Biscayne Park hereby ratifies the Amendment to the Interlocal Agreement  
3 with Miami Dade County attached hereto as Attachment "A" and incorporated herein by reference.

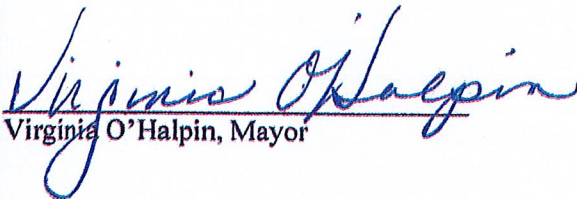
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5        **Section 3. Authorization of the Village Manager.** The Village Manager is hereby authorized to  
6 do all things necessary to effectuate this Resolution.

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8        **Section 4. Effective Date.** This Resolution shall become effective upon adoption.

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10 **PASSED AND ADOPTED** this 5<sup>th</sup> day of January, 2021.

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12 The foregoing resolution upon being submitted to Commission, was approved by unanimous consensus  
13 as follows:

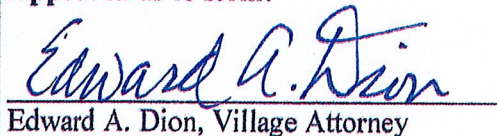
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15 Mayor O'Halpin: Yes  
16 Vice-Mayor Gonzalez: Yes  
17 Commissioner Hamelburg: Yes  
18 Commissioner Kennedy: Yes  
19 Commissioner Samaria: Yes  
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24 Virginia O'Halpin, Mayor  
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29 Attest:

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32 Roseann Prado, Village Clerk  
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37 Approved as to form:

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40 Edward A. Dion, Village Attorney  
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**AMENDMENT TO INTERLOCAL AGREEMENT  
FOR FEDERALLY-FUNDED SUBAWARD**

This Amendment ("Amendment") to Interlocal Agreement dated December 23, 2020 (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), and Village of Biscayne Park, a municipal corporation located within the geographic boundaries of Miami-Dade County, Florida (the "Municipality", and together with the County, the "Parties"), is entered into this 23rd day of December, 2020.

**WHEREAS**, on August 4, 2020, the Miami-Dade Board of County Commissioners (the "Board") adopted Resolution No. R-781-20 which, among other things, authorizes the County Mayor or Mayor's designee to negotiate and execute interlocal grant agreements with each of the municipalities in the County, using a total of not-to-exceed \$100,000,000.00 in CARES Act CRF funds allocated as follows: (1) \$75,000,000.00 for reimbursement of FEMA local match eligible expenditures and any CARES Act eligible governmental operations expenditures that are not FEMA reimbursable, and (2) \$25,000,000.00 for municipal programmatic proposals subject to approval in advance by the Board; and

**WHEREAS**, on September 3rd of 2020, the County and the Municipality entered into an Interlocal Agreement setting forth the terms of the dissemination of such CARES Act CRF funds to the Municipality for reimbursement of such eligible expenditures; and

**WHEREAS**, on December 7, 2020, the Board adopted Resolution No. R-1236-20 which amended Resolution No. R-781-20 to allow municipalities to use the \$75,000,000.00 in previously allocated CARES Act CRF funds for CARES Act eligible COVID-19 related programs through grants from the County with grant requirements similar to those in existing CARES Act CRF grant agreements with not-for-profit entities, with priority given to eviction prevention and rental assistance programs; and

**WHEREAS**, Resolution No. R-1236-20 further provided that such authority would be in addition to the previously-approved authority for municipalities to use such funds for reimbursement of FEMA local match eligible expenditures and any CARES Act eligible governmental operations expenditures that are not FEMA reimbursable; and

**WHEREAS**, the Parties wish to amend the Agreement as set forth herein to effectuate the purposes of Resolution No. R-1236-20,

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein by this reference.
2. **Capitalized Terms**. Except as otherwise defined herein, capitalized terms shall have the meanings assigned to them in the Agreement.
3. **Affirmation of Agreement**. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect, and is hereby affirmed and ratified. In the event of any inconsistency between the terms of the Agreement and the terms of this Amendment, the



terms of this Amendment shall govern and control in all respects. All references to the Agreement shall be deemed references to the Agreement as amended hereby.

4. **Definitions.** The Definition of “Funds” under the Agreement is hereby amended, and a new definition “Request for Advancement” is hereby added, as follows:

- F. “Funds” shall mean any CARES Act CRF funds disbursed to the Municipality for reimbursement or advancement of eligible expenditures in accordance with the terms and conditions set forth in this Agreement.
- L. “Request for Advancement” shall have the meaning set forth in Article VI(H) of this Agreement.

5. **Article II Amended.** Article II(B) of the Agreement is hereby amended to read as follows:

B. Both the County and the Municipality are expected to remain in compliance with the CRF Guidance, the CRF FAQ, and the Treasury OIG Memoranda as outlined in Exhibits 1, 2, 3 and 3-1 and as may be amended by the Treasury from time to time. The County’s reimbursement or advancement of an expenditure will be based on the information available at that time. If further clarification from the Treasury later determines such expenditure to be ineligible, the Municipality shall return any Funds received for such expenditure to the County in accordance with the provisions of Article X of this Agreement.

6. **Article V Amended.** The first paragraph of Article V of the Agreement is hereby amended to read as follows:

The County’s Contract Manager shall be responsible for enforcing performance of this Agreement’s terms and conditions and shall serve as the County’s liaison with the Municipality. As part of his/her duties, the Contract Manager for the County shall monitor, review, and document all activities and expenditures for which the Municipality requests reimbursement or advancement.

7. **Article VI Amended.** Article VI, sections (A), (E) and (G) of the Agreement are hereby amended, and new sections (H), (I), (J) and (K) are hereby added, as follows:

A. The Municipality may seek reimbursement under this Agreement for the following eligible expenditures incurred during the period beginning March 1, 2020 and ending December 30, 2020:

- 1. FEMA Public Assistance (PA) local match eligible expenditures;
- 2. CRF eligible governmental operations expenditures that are not FEMA reimbursable;



3. Expenditures for CRF eligible economic support and assistance programs that have been approved in advance by the Miami-Dade Board of County Commissioners; and

4. Expenditures for other CRF eligible COVID-19 related programs.

\* \* \*

E. Requests for Reimbursement by the Municipality for (1) CRF eligible governmental operations expenditures that are not FEMA reimbursable, (2) expenditures for CRF eligible economic support and assistance programs that have been approved in advance by the Miami-Dade Board of County Commissioners, and (3) expenditures for other CRF eligible COVID-19 related programs, shall be governed by the requirements and procedures set forth in Article VI(F), (G) and (K) below.

\* \* \*

G. If any expenditure for which the Municipality received Funds is subsequently determined not to be an eligible expenditure under section 601(a) of the Social Security Act as implemented in the CRF Guidance and CRF FAQ, the Municipality shall return any Funds received from the County for such expenditure to the County in accordance with the provisions of Article X of this Agreement.

H. Notwithstanding any other provisions in this Agreement, the County will, subject to the availability of Funds and upon written request by the Municipality (a "Request for Advancement"), provide a fifty percent (50%) advance disbursement to the Municipality for expenditures for CRF eligible COVID-19 related programs. The total amount of Funds payable to the Municipality through Requests for Advancement shall not exceed fifty percent (50%) of the difference between the total amount of Funds requested by the Municipality through Requests for Reimbursement and the total amount of Funds already allotted to the Municipality. Requests for Advancement shall be governed by the requirements and procedures set forth in Article VI(G) above and Article VI(I), (J) and (K) below, and shall further be governed by the same requirements and procedures as Requests for Reimbursement set forth in Article VII below. Additionally, Requests for Advancement must include the following documents as attachments:

1. A scope of work ("Scope of Work") detailing the proposed initiatives, services, and/or expenditures for which the Municipality seeks advancement of Funds. The Municipality shall render services in accordance with the Scope of Work.
2. A budget ("Budget") based upon reasonable projections to accomplish the Scope of Work. The Budget shall, at a minimum, detail in individual line items the dollar amounts allocated to outside entities and the amounts to be retained by the Municipality for staffing and/or administrative expenses. The Municipality agrees that all expenditures or costs shall be made in accordance with the Budget.

I. Prior to the disbursement of any Funds pursuant to a Request for Advancement, the Municipality shall submit the Request for Advancement and all attachments and supporting documentation set forth in Article VI(H) above via the County's On-line Portal. The County will then review said documentation for sufficiency and costs for eligibility, and if the County determines that the proposed expenditures are eligible, will provide a fifty percent (50%) advance disbursement to the Municipality for such eligible expenditures in an expedited manner, subject to the availability of Funds. If the County requires additional documentation to determine eligibility, the Municipality shall timely provide such documentation upon written request from the County. If the County determines that the expenditures are not eligible, then no Funds will be disbursed to the Municipality for said expenditures.

J. Any Funds disbursed to the Municipality which have not been expended prior to December 30, 2020 are subject to recapture by the County. The Municipality agrees that such Funds, upon receipt by the Municipality, shall be transferred to, and be administered by the Municipality from, a separate account and shall continuously be held, tracked, and administered from such separate account for the duration of this Agreement and in accordance with the purposes and restrictions set forth in this Agreement.

K. The Parties agree that the County will prioritize, in accordance with Resolution No. R-1236-20, the processing of Requests for Reimbursement and Requests for Advancement for expenditures for eviction prevention and rental assistance programs.

8. **Article IX Amended.** Article IX(B) of the Agreement is hereby amended to read as follows:

B. If Funds are not available to satisfy a Request for Reimbursement or Request for Advancement under this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budget, the Miami-Dade Board of County Commissioners, the County Chief Financial Officer, or under Article X(B) of this Agreement, all obligations on the part of the County to make any further payment of Funds shall terminate, and the Municipality shall submit its closeout report within thirty (30) days of receiving notice from the County.

9. **Article XIX Amended.** Article XIX(B) of the Agreement is hereby amended to read as follows:

B. Withhold or suspend payment of all or any part of a Request for Reimbursement or Request for Advancement.

10. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Amendment and shall in no way affect any other condition, covenant, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.



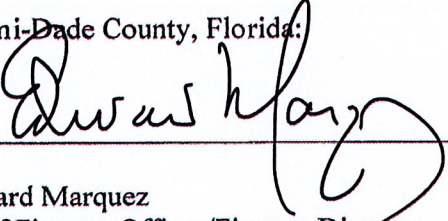
11. **Further Action/Amendment.** The Parties shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Amendment.


12. **Governing Law.** This Amendment shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Venue or location for any legal action arising under this Amendment will be in Miami-Dade County, Florida.

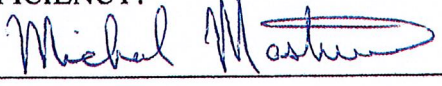
13. **No Third Party Beneficiary Rights.** This Amendment is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto.

14. **Authority.** The individuals who execute this Amendment represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this Amendment.

**IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.**

Miami-Dade County, Florida:  
By:   
Edward Marquez  
Chief Finance Officer/Finance Director  
Date: 12/24/20

Village of Biscayne Park:  
By:   
Name: Mario Diaz  
Title: Village Manager  
Date: 12/23/2021 2020

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:  
By:   
Assistant County Attorney



